



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM_JS____
Finance_LC____
DA____MK
Risk Mgt. DT____
HR_NA____
Grant Mgt. GE____

STAFF REPORT

BOARD MEETING DATE: October 14, 2014

DATE: September 11, 2014
TO: Board of County Commissioners
FROM: Timothy Kuzanek, Undersheriff
THROUGH: Michael Haley, Sheriff

SUBJECT: Approve receipt of Fiscal Year 2014 Local Edward Byrne Memorial Justice Assistance Grant (JAG) funds [\$46,716.80, no match required] sub granted through Reno Police Department, for purchase of Law Enforcement equipment, Law Enforcement related training and travel, and overtime and approve updated Interlocal Agreement between the City of Reno, on behalf of the Reno Police Department and Washoe County, on behalf of the Washoe County Sheriff's Office for the Management and Disposition of 2014 Justice Assistance Grant (JAG) Program Award; and direct Comptroller's Office to make the necessary budget adjustments. Grant period is retroactive to 10/1/13 through 9/30/17. (All Commission Districts.)

SUMMARY

The Washoe County Sheriff's Office and the City of Reno have previously been individual recipients of Block Grant Funds and Byrne Grant Funds. In 2005, the Department of Justice combined both the Byrne Grants and Block Grants into Justice Assistance Grants (JAG) which require regional applications with one entity acting as fiscal agent of the grant. The City of Reno and Washoe County have agreed that the City of Reno will be the fiscal agent for the JAG grant application. Application process began in 2013, actual award date is July 23, 2014, with a retroactive project period.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

None.

BACKGROUND

The Bureau of Justice Assistance has merged the LLEBG and Byrne grants to form the new JAG grants. The amount allocated for Northern Nevada was \$116,792.00 with the Washoe County Sheriff's Office receiving \$46,716.80 and Reno Police Department receiving \$70,075.20. The City of Reno administers the JAG grants on behalf of the Reno Police Department and Washoe County Sheriff.

AGENDA ITEM # 10m4

GRANT AWARD SUMMARY

Project/Program Name: FY14 JAG Local

Scope of the Project: Provide equipment, training, and overtime.

Benefit to Washoe County Residents: Better equipped and better trained agency

On-Going Program Support: N/A

Award Amount: \$46,716.80

Grant Period: 10/1/13 – 9/30/17

Funding Source: Edward Byrne Memorial Justice Assistance Grant (JAG)

Pass through From: Reno Police Dept.

CFDA Number: 16.738

Grant ID Number: tbd

Match Amount and Type: None

Indirect Cost Rate (applicable to the award):

Grant's recoverable indirect cost rate:

- ☐ Indirect costs are fully recoverable
- ☒ Sponsor does not allow for indirect cost recovery
- ☐ Sponsor has limited indirect cost recovery at ___ %
- ☐ Sponsor requires indirect Cost Rate Approved by Cognizant Agency

Special Terms & Conditions: None

Sub-Awards and Contracts: None

FISCAL IMPACT

Should the board accept this grant award and approve these amendments, the adopted budget will be increased by \$46,716.80 in both revenues and expenditures in the following accounts:

Increase Revenues

11196 - 431100 (Stimulus JAG 13 – Federal Grants)	\$46,716.80
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Increase Expenditures

11196 -710509 (JAG 14 - Training)	\$ 2,000.00
11196 – 711210 (JAG 14 – Travel)	\$ 8,000.00
11196 - 711504 (JAG 14 – Non-capital equipment)	\$26,716.80
11196 - 701300 (JAG 14 - Overtime)	\$10,000.00

There is no match required. This is a reimbursement based grant.

RECOMMENDATION

It is recommended that the Board of County Commissioners Approve receipt of Fiscal Year 2014 Local Edward Byrne Memorial Justice Assistance Grant (JAG) funds [\$46,716.80, no match required] sub granted through Reno Police Department, for purchase of Law Enforcement equipment, Law Enforcement related training and travel, and overtime and approve updated Interlocal Agreement between the City of Reno, on behalf of the Reno Police Department and Washoe County, on behalf of the Washoe County Sheriff's Office for the Management and Disposition of 2014 Justice Assistance Grant (JAG) Program Award; and direct Comptroller's Office to make the necessary budget adjustments. Grant period is retroactive to 10/1/13 through 9/30/17

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

Move to Approve receipt of Fiscal Year 2014 Local Edward Byrne Memorial Justice Assistance Grant (JAG) funds [\$46,716.80, no match required] sub granted through Reno Police Department, for purchase of Law Enforcement equipment, Law Enforcement related training and travel, and overtime and approve updated Interlocal Agreement between the City of Reno, on behalf of the Reno Police Department and Washoe County, on behalf of the Washoe County Sheriff's Office for the Management and Disposition of 2014 Justice Assistance Grant (JAG) Program Award; and direct Comptroller's Office to make the necessary budget adjustments. Grant period is retroactive to 10/1/13 through 9/30/17

INTERLOCAL AGREEMENT

BETWEEN

**THE CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT, AND
WASHOE COUNTY, ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE**

FOR THE MANAGEMENT AND DISPOSITION OF 2014 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the City of Reno and Washoe County have previously been individual recipients of Block Grant Funds and Byrne Grant Funds for their respective law enforcement entities; and

WHEREAS, changes in the federal program have now combined Byrne Grants and Block Grants into Justice Assistance Grants (JAG) which require regional applications with one entity acting as fiscal agent of the grant; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the City of Reno and Washoe County have agreed that the City of Reno should be the fiscal agent for the JAG grant application; and

WHEREAS, the Federal Government requires that a cooperative agreement between the parties, approved by the governing body of the proposed fiscal agent, accompany the grant application;

NOW THEREFORE, the parties agree as follows:

1. **Fiscal Agent.** The City of Reno shall be the fiscal agent for the JAG grant application currently being submitted in the amount of \$116,792.
2. **Allocation of Funds.** Should the JAG application be approved, the funds will be allocated in the following manner:

a. City of Reno, Reno Police Department	\$70,075.20
b. Washoe County, Washoe County Sheriff's Office	\$46,716.80

If the funds approved are in an amount different than set forth in paragraph 1 above, then the funds will be allocated with the same percentage to each respective party ie. City of Reno 60% and Washoe County 40%.

3. **Expenditure of Funds.** If approved, JAG funds are anticipated to be expended as follows:
 - a. Reno Police Department:
 - i. \$40,000.00: law enforcement equipment

- ii. \$15,075.20: law enforcement training
- iii. \$15,000.00: officer wellness

- b. Washoe County Sheriff's Office:
 - i. \$26,716.80: law enforcement equipment
 - ii. \$10,000.00: training/travel for Sheriff's Office personnel
 - iii. \$10,000.00: personnel (overtime for Sheriff's Office personnel, part time/hourly/intermittent personnel)

- 4. **Approval.** Any reallocation of the funds from that stated in this Agreement will be submitted to the fiscal agent for approval.
- 5. **Compliance.** All parties agree to comply with all terms required under the grant application, grant requirements and all laws related to the receipt of funds pursuant to the grant terms. Any failure to comply by a party may adversely affect that party's right to receive funds under the grant.
- 6. **Receipts.** The parties will be required to provide receipts to the City of Reno for the purchases prior to reimbursement. Receipts shall be provided to:

Bridget Pincolini
Reno Police Department
P.O. Box 1900
Reno, Nevada 89505
- 7. **Monthly Reports.** All parties will abide by the enhanced performance measure requirements of the Bureau of Justice Assistance and will provide monthly reports to the fiscal agent in order to meet the ten day after quarter deadlines
- 8. **Fiscal and Programmatic Reporting.** The City of Reno will be responsible for fiscal and programmatic reporting.
- 9. **Defenses.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of all parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- 10. **Indemnification.** Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Agreement.

The indemnification obligation under paragraph 9 is conditioned upon receipt of

written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

11. **Successors and Assigns.** The parties agree to bind themselves and their successors and assigns to the other party and to the successors and assigns of said party with respect to the performance of this Agreement. Except as otherwise set forth herein, none of the parties shall assign or transfer interest in this Agreement without the written consent of the other.
12. **Authority.** Each party acknowledges that the person signing this Agreement is authorized or has been authorized to enter into this Agreement on behalf of his principal.
13. **Attorney's Fees.** In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.
14. **No Third-Party Rights.** The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are the City and the parties to this Agreement.
15. **Severability.** If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.
16. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of Nevada. Enforcement of this Agreement shall be in a court of appropriate jurisdiction in Reno, Nevada.
17. **Entire Agreement.** This Agreement contains the entire agreement of the parties on the matters covered. There are no verbal agreements, representations, or understandings affecting this Agreement.
18. **Transfer or Assign.** Neither party shall transfer, assign or attempt to assign this Agreement or any part thereof to any third party, without prior written consent of the other party.
19. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Termination.** This Agreement may be terminated with or without cause by any party upon thirty (30) days written notice to the other parties. Termination shall not affect any of the rights or obligations of any party to the other accruing prior to the termination date.

APPROVED this _____ day of September 2014

RENO POLICE DEPARTMENT

Stephen Pitts, Chief

WASHOE COUNTY SHERIFF'S OFFICE


Michael Haley, Sheriff

CITY OF RENO

BY: _____
Robert A Cashell, Sr., Mayor

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
Deputy City Attorney

**WASHOE COUNTY, by and through its
Board of County Commissioners**

BY: _____
David Humke, Chairman

DATE: _____

ATTEST:

BY: _____
County Clerk

BY: _____
Deputy District Attorney



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Reno PO Box 1900 Reno, NV 89505		4. AWARD NUMBER: 2014-DJ-BX-0553	
		5. PROJECT PERIOD: FROM 10/01/2013 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2013 TO 09/30/2017	
1A. GRANTEE IRS/VENDOR NO. 886000201		6. AWARD DATE 07/23/2014	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Formula JAG 2014		10. AMOUNT OF THIS AWARD \$ 116,792	
		11. TOTAL AWARD \$ 116,792	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Andrew Clinger City Manager	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9/2/14
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCALYFUND C BUD.A OFC. DIV.RE SUB. POMS AMOUNT EAR ODE CT. G. X B DJ 80 00 00 116792		21. NDJUGT0242	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
20. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.



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21. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

22. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
23. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
24. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.



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25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.



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AWARD DATE 07/23/2014

SPECIAL CONDITIONS

33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
36. No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.
37. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
38. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

STAFF REPORT

Date: May 28, 2014

To: Mayor and City Council

Thru: Andrew Clinger, City Manager

Subject: E.4. Staff Report (For Possible Action): Authorization to proceed with an application for the 2014 Formula Justice Assistance Grant from the U.S. Department of Justice in the amount of \$116,792.

From: Steven Pitts, Chief of Police

Summary: Staff requests authorization to proceed with an application for the 2014 Formula Justice Assistance Grant (JAG) from the U.S. Department of Justice in the amount of \$116,792. The application is due June 10, 2014.

Previous Council Action: The Council has allowed the Police Department to apply for grants from the U.S. Department of Justice each year. Most recently, this occurred for the 2013 Formula JAG at the June 19, 2013 Council Meeting.

Discussion: Each year the U.S. Department of Justice, Bureau of Justice Assistance allocates predetermined amounts to jurisdictions across the country. The monies are determined under a formula calculation based on the budget for the Bureau of Justice Assistance using Universal Crime Report information. The calculations for our area require the monies to be shared with the Washoe County Sheriff's Department. Both agencies must agree to the use of the funds or the award will be forfeited. The City of Reno acts as the fiscal agent for this grant.

In prior years the JAG distribution has included the City of Sparks Police Department, however this year the Department of Justice calculations have listed them as standalone so a new Cooperative agreement is being negotiated for the two agencies and will be brought to Council on June 11, 2013. All monies are designated to be used for law enforcement equipment, overtime and training. Grant funds are expected to be awarded in mid-September 2014.

Financial Implications: If the application is not submitted by June 10, 2014, the two agencies will forfeit access to the grant funds. Because the JAG formula grants do not require a local match, there will be no impact to the General Fund.

Legal Implications: Both agencies are requesting authorization from their respective governing bodies as is required in the grant procedures. The City, by pursuing this grant, agrees

to comply with the terms of the grant application including all reporting requirements, provide information for evaluation to the granting organization and provide progress and financial reports on program activities, which will be completed by police department personnel. Failure to adhere to the grant requirements could affect future funding.

Recommendation: Staff recommends authorization for the City of Reno Police Department to proceed with the application for the 2014 Formula Justice Assistance Grant from the U.S. Department of Justice in the amount of \$116,792 which is due June 10, 2014.

Proposed Motion: I move to approve staff recommendation.

Attachments:

- 2014 JAG Solicitation (PDF)
- 2014 JAG Allocations for the State of Nevada (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dwight Dortch, Vice Mayor
SECONDER:	Sharon Zadra, Council Member
AYES:	Cashell, Brekhus, Zadra, Delgado, Dortch, Jardon, Schieve